

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DAVID FLOYD, *et al.*,

Plaintiffs,

-against-

08 Civ. 1034 (AT)

CITY OF NEW YORK, *et al.*,

Defendants.

KELTON DAVIS, *et al.*,

Plaintiffs,

-against-

10 Civ. 699 (AT)

CITY OF NEW YORK, *et al.*,

Defendants.

JAENEAN LIGON, *et al.*,

Plaintiffs,

-against-

12 Civ. 2274 (AT)

CITY OF NEW YORK, *et al.*,

Defendants.

ORDER REGARDING COMMUNITY LIAISON COMPENSATION AGREEMENT

COMPENSATION AGREEMENT FOR COMMUNITY LIAISON

By Court Order dated December 16, 2022, the Honorable Analisa Torres, appointed a Community Liaison in the above referenced matters. (Torres Order, *Floyd* ECF Dkt. No. 888). This Agreement, by and between Germain Thompson (Community Liaison) and New York City (City) concerns payments directly to him and Elizabeth Gaynes (a consultant). This agreement is effective as of the appointment of the Community Liaison by Judge Analisa Torres on December 16, 2022, and, unless sooner terminated (in whole or in part), shall end upon the termination by the Court of the Community Liaison's duties.

1. PROJECT DESCRIPTION AND PURPOSE

- 1.1 Pursuant the "Community Engagement Liaison Framework" adopted by the Court (the "Framework"), the "Community Liaison position will be full-time and shall be funded by the City." (ECF Dkt. No. 888-1, III.C). Accordingly, this agreement concerns the payment by the City to the Community Liaison, Germain Thompson, and one consultant, Elizabeth Gaynes, as described herein.

2. FEES

- 2.1 Community Liaison fees. The fee for the Community Liaison's service, as determined by the federal monitor, will be \$125,000 per year, paid monthly (i.e., \$10,416.67 per month). This fee is for work performed within the scope of his duties and Community Liaison.
- 2.2 Consultant Fee. The fee for consultant Elizabeth Gaynes for services rendered in connection with her work with the Community Liaison will be \$200 per hour. Services rendered shall be between December 16, 2022 and December 16, 2023, and will not exceed 600 hours.
- 2.3 Record Keeping. The Community Liaison and the Consultant shall retain and submit, along with monthly invoices, descriptions of the work performed.
- 2.4 Additional Staff. It is contemplated that the Community Liaison may hire additional support staff for the Community Liaison work pursuant to the Framework. Reasonable salaries for any support staff and the number of support staff will be set forth in a separate agreement.

3. REASONABLE OUT-OF-POCKET EXPENSES

- 3.1 Expenses. The Community Liaison and Consultant will be reimbursed for reasonable out-of-pocket expenses to be determined and set forth in a separate agreement. Any additional costs associated with an annual budget will be set forth in a separate agreement.

- 3.2 Record Keeping. The Community Liaison and Consultant retain and submit records of such expenditures monthly for review and payment.

4. PAYMENT SCHEDULE

- 4.1 Payment under this Agreement will be made monthly beginning one month after issuance of the Torres Order.
- 4.2 The above described individuals will submit their invoices monthly directly to the City. These invoices will include hours worked, rate per hour (if applicable), and any out-of-pocket expenses. Payment on such invoices will be made within 30 days of receipt.

For the Community Liaison:

By: 

Name: Germain Thompson

Title: Community Liaison

Date: 01/19/23

For the City:

By: 

Name: Nancy Savasta

Title: Deputy Division Chief

Date: 1/24/23

SO ORDERED.

Dated: January ___, 2023
New York, New York

ANALISA TORRES
United States District Judge